

Residential Tenancies Tribunal

Application 2026-0560-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 30 July 2026 at 9:15 am.
2. [REDACTED] hereinafter referred to as the landlord attended the hearing via teleconference. A second landlord, [REDACTED] was named in the application for dispute resolution and did not attend the hearing. The attending landlord represented both landlords.
3. The respondent, [REDACTED], hereinafter referred to as the tenant attended the hearing via teleconference.

Preliminary Matters

4. The Affidavit of Service (LL#1) indicates that landlord served the tenant of notice of hearing electronically on 6 July 2026 at 1:09pm. The landlord submitted proof of service (LL#2). Tenant 1 responded to the email, further confirming receipt. The Tribunal is satisfied that notice of hearing was properly served.
5. The landlord submitted a copy of written rental agreement (LL#3). The tenancy commenced on 1 April 2026 on a month-to-month rental term. The rent was \$800 per month due on the first day of each month. There was a security deposit paid in the amount of \$400.00 on 1 April 2026 and the landlord confirmed this was being held in trust towards the tenancy.
6. The landlord amended the Dispute Resolution application to include the rental amount owing up to the date of the hearing.

Issues before the Tribunal

7. The landlord is seeking:
 - Order of Vacant Possession
 - Rent Paid

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018 (the Act)*.
9. Also considered and referred to in this decision are s. 19, 34 and 35 of the *Act*.

Issue # 1: Unpaid Rent - \$800.00

Landlord's Position

10. The landlord served a Notice of Termination for non-payment of rent pursuant to section 19(1)(b) (4) of the *Act* on May 14, 2026, with a termination date of May 25, 2026 (LL#4). The landlord testified that the Notice of Termination was served electronically and that the tenant acknowledged receipt.
11. Although the landlord did not submit a rental ledger, the tenant did not dispute the amounts claimed. The landlord testified that the May 2026 rent remained unpaid as of the termination date. The Landlord further testified that payments received from the Income Support program on June 16, 2026, and June 30, 2026, were applied to the Tenant's rental account. As of the end of June 2026, rental arrears remained outstanding in the amount of \$139.00.

Tenant's Position

12. The tenant testified that she experienced personal hardship that required her to withdraw from her studies and transition from educational funding to income support. The tenant testified that delays associated with this transition contributed to the rental arrears. The tenant acknowledged that after receiving the notice of termination, she did not contact the Income Support program to determine why the landlord had not received payment and did not take further steps to verify that the rental arrears had been addressed prior to the termination date. The tenant maintained that she believed the issue related to delays in the processing of her benefits.

Analysis

13. The tribunal notes that no rental ledger or statement of account was submitted by the landlord. However, the landlord provided evidence regarding the payment history and the outstanding rent, and the tenant did not dispute the amounts claimed. Rather than asserting that the rent had been paid within the required timeframe, the tenant testified that she believed the Income Support Program was remitting rental payments directly to the landlord. The tenant further stated that delays in the processing of her benefits contributed to the accumulation of rental arrears.
14. The Tribunal accepts that the tenant experienced difficulties during her transition from educational funding to the Income Support Program and believed that rental payments were being remitted directly to the landlord. However, responsibility for ensuring that rent is paid when due rests with the tenant, regardless of whether rent is being paid personally or through a third-party assistance program.

15. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant during the use or occupancy of residential premises. The Tribunal does not consider future rent. Accordingly, the Tribunal only awards rental arrears due at the time of hearing. The Tribunal finds the rental arrears remained owing in the amount of \$139.00 for June 2026 and that rent remained unpaid for the period July 1, 2026, through July 30, 2026. Calculated at a daily rate of \$26.30, this amount totals \$789.00. Accordingly, the landlord is entitled to recover rental arrears in the amount of **\$928.00 (139.00+789.00)**.
16. The tenant shall pay a daily rate of \$26.30 effective 31-July-2026, until such time as the landlord regains possession of the property.

Daily rate: \$800 x 12 mths = \$9,600
\$9,600/ 365 days = \$26.30 per day

Decision

17. The landlord is entitled to rental arrears in the amount of **\$928.00**.

Issues #2. Vacant Possession

Relevant Submission

18. The landlord submitted a notice of termination for unpaid rent electronically to the tenant on 14 May 2026 with a Termination date/move out date of 25 May 2026 (LL#4). The tenant acknowledged receiving the notice on the stated date.

Analysis

19. To be awarded an order of vacant possession, the termination notice must be deemed valid under the Act. Section 19 of the Act states that:

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

...

(i) rented from month to month,

(ii) rented for a fixed term, or

(iii) a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

...

(4) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the landlord;

(b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and

(c) be served in accordance with section 35.

20. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. The stated move out date was not less than 10 days as required under the Act, and on the date of termination, rent was still in arrears. The notice met all requirements as outlined under section 19(4) and section 34 and was served in accordance with section 35 of the Act and is valid notice. The tenant should have vacated the rental premises on 25 May 2026.

Decision

21. The Landlord's application for vacant possession succeeds.

Security Deposit

22. The landlord stated that at the commencement of the tenancy, the Tenant paid a security \$400.00. As the landlords claim for rent has been successful, the landlord shall retain that deposit as outlined in this decision and attached order.

23. Section 14(7) of the Act states that the landlords shall credit interest to the Tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord., the rate was set to 1% cumulative simple annual interest and in 2026, the rate was set to 0%. Total interest at the date of hearing being \$0, for a total of \$400.00.

Decision

24. As the landlord is owed monies they are awarded the security deposit.

Summary of Decision

25. The Tenant shall vacate the premises immediately.

26. The landlord will be granted an order for vacant possession.

27. The Tenant shall pay a daily rate of \$26.30 effective 31 July 2026, until such time as the landlord regains possession of the property.

28. The Tenant shall pay the landlord \$528.00 as follows

a) Rent \$928.00
b). LESS: Security Deposit.....(\$400.00)
c) Total owing to landlord\$ **528.00**

29. The Tenant shall pay the landlords any costs charged to the landlord by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

August 27, 2026

Date



Angie Brenton, Adjudicator
Residential Tenancies Office